

1622-CC09690

Electronically Filed - City of St. Louis - July 06, 2016 - 01:38 PM

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI

SHAUNA LENHARD,

Plaintiff,

v.

STATE FARM FIRE &amp; CASUALTY CO.

An Illinois Corporation,

SERVE AT:

Registered Agent

CSC-Lawyers Incorporating Service

Company

221 Bolivar

Jefferson City, MO 65101

Defendant.

Cause No.

**JURY TRIAL DEMANDED**

**PETITION FOR BREACH OF CONTRACT**

COMES NOW Plaintiff and for her cause of action against Defendant herein states to the Court as follows:

1. Plaintiff is and was at all times herein mentioned a resident and citizen of the State of Missouri. Plaintiff is a policy holder of Defendant and is covered for uninsured motorist benefits under her policies as well as her host driver, as set forth herein.

2. Defendant is and was at all times herein mentioned an insurance corporation organized and existing under and by virtue of law. Furthermore, Defendant is registered and licensed to transact insurance business in the State of Missouri and maintains offices for the transaction of insurance business throughout the State of Missouri, including specifically within the City of St. Louis. Therefore, venue is appropriate in this Court.

3. This action arises out of a breach of contract against Defendant for breaching the terms of automobile liability policies issued to Plaintiff and Christopher Wallace as insureds,

specifically policy numbers 286079725, 286079625, and 241215225D and the provisions of the uninsured motorist policy contained within the aforesaid policies, which were in full force and effect at the time of the collision described herein.

4. On February 2, 2015, Plaintiff was a passenger in a motor vehicle being driven by Christopher Wallace, south on County Road 405, in or about Fulton, Missouri, when her vehicle was struck by an SUV driven by Robert Humphrey.

5. Robert Humphrey and the aforesaid SUV were uninsured at the time of the collision, therefore Plaintiff is asserting her personal injury claim as an uninsured motorist claim under the terms and conditions of policies issued by Defendant State Farm which were in full force and effect on the date of this collision.

6. The injuries to Plaintiff, as hereinafter set forth, were as a direct and proximate result of the negligence of the driver of this uninsured vehicle in that Robert Humphrey violated a stop sign, attempted to cross the intersection of County Road 403 and County Road 405 when it was not reasonably safe to do so and failed to keep a lookout, all causing or contributing to cause the SUV to strike the Wallace vehicle.

7. As a direct and proximate result of the aforesaid negligence of Robert Humphrey, Plaintiff was caused to suffer cervical injuries, back injuries, as well as upper and lower extremity trauma. Plaintiff's injuries have been painful, progressive and chronic in nature and have significantly impacted and reduced Plaintiff's ability to engage in her normal activity of daily living. Plaintiff has incurred reasonable and necessary medical expenses in excess of \$12,800.00 and is in need of further surgical care to address her acute injuries.

8. As a consequence thereof, Plaintiff brings this cause of action pursuant to the terms of the multiple uninsured motorist policies referenced herein, as well as any additional

policies which may become known during discovery. Plaintiff has complied with all conditions precedent on her part to be performed in connection with bringing and asserting this uninsured motorist claim.

9. Defendant's failure to comply with the terms of the aforesaid policies has been without reasonable cause or excuse and therefore, constitutes vexatious refusal to pay so that Plaintiff is entitled to statutory damages under Section 375.420 R.S.Mo., including the statutory penalties and legal fees associated with this action.

WHEREFORE, Plaintiff prays for judgment against Defendant in a sum to be found reasonable by a jury upon the trial of this case, but for a sum in excess of \$25,000.00 and for such other and further relief as the Court deems just and proper in the circumstances.

Respectfully submitted,

By: /s/ Teneil Kellerman  
GARY A. GROWE, #26151  
TENEIL KELLERMAN, #52971  
Grove Eisen Karlen  
7733 Forsyth, Ste. 325  
St. Louis, MO 63105  
(314) 725-1912 / (314) 261-7326 fax  
[gary@groweeisen.com](mailto:gary@groweeisen.com)  
[Teneil@groweeisen.com](mailto:Teneil@groweeisen.com)  
*Attorneys for Plaintiff*